

5. The Agreement states that CRMC “shall not disclose, or allow others to disclose, the terms of this Agreement, except, as it is necessary to perform this Agreement or to obtain accounting, legal or tax advice from its professional advisers.” Ex. A. at ¶ 6.2.

6. Fed. R. Civ. P. 5.2(d) provides that the Court “may order that a filing be made under seal without redaction” and may order that the person who makes such filing file a “redacted version for the public record.”

7. In determining whether to grant a Motion to File Under Seal, the Court must balance the interests of the party seeking the document’s sealing with the public’s common-law right of access to judicial records. *See IDT Corp. v. eBay*, 709 F.3d 1220, 1222 (8th Cir. 2013). The party seeking to keep the records under seal must provide a compelling reason for doing so. *Flynt v. Lombardi*, 885 F.3d 508, 511 (8th Cir. 2018).

8. There are compelling reasons for filing the Agreement under seal and redacting the Complaint until Defendant grants a waiver of confidentiality or this Court grants leave for Plaintiff to file the Complaint and Agreement without redactions. Confidentiality is a term of the parties’ Agreement and the Agreement contains potentially competitively-sensitive information regarding the parties’ commercial dealings.

WHEREFORE, as provided under Fed. R. Civ. P. 5.2(d), CRMC respectfully requests that the Court grant leave to file Exhibit A to Plaintiff’s Complaint under seal, grant leave to file the Complaint in redacted form; and that the Court grant such other and further relief as is deemed just and proper.

Dated: November 8, 2022

Respectfully submitted,

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